### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND Northern Division

UNITED STATES OF AMERICA,

Plaintiff,

v. : Civil No. GLR-14-1065

One 2010 Dodge Ram,

VIN 1D7RV1GP1AS127823; and,

One 2007 Honda Accord, VIN 1HGCM66517A040679,

Defendants.

# VERIFIED CLAIM TO ONE 2010 DODGE RAM, VIN 1D7RV1GP1AS127823 FILED BY CLAIMANT RAMI BROTHERS, INC. T/A PIMLICO MOTORS

Pursuant to Supplemental Rule G(5) of the Supplemental Rules of Admiralty or Maritime Claims and Asset Forfeiture Actions, Claimant Rami Brothers, Inc. t/a Pimlico Motors, by and through its undersigned counsel, respectfully submits this verified claim for certain of the property identified in the forfeiture complaint filed by the government in the above-captioned action, and in support thereof, states as follows:

- 1. Rami Brothers, Inc. t/a Pimlico Motors, a Maryland close corporation, hereby asserts a claim to one 2010 Dodge Ram 1500, VIN 1D7RV1GP1AS127823.
- 2. The property seized by agents of the U.S. Department of Justice, Drug Enforcement Administration and therefore the subject of this Claim, is described as follows: 2010 Dodge Ram 1500, VIN 1D7RV1GP1AS127823 (hereinafter referred to as the "Vehicle"), owned by Defendant Chyrie Danay Loudon-Skipworth ("Owner"), and seized from Chyrie Danay Loudon-Skipworth and Eric Lavell Skipworth.

- 3. Claimant sold the Vehicle to Owner Chyrie Danay Loudon-Skipworth on June 29, 2010 pursuant to a Retail Purchase Agreement for the total purchase price in the amount of \$30,100, copy attached as Exhibit A. Claimant financed Owner's purchase of the Vehicle pursuant to a Retail Installment Sale Contract of even date, financing \$26,856.00 of Owner's total purchase price, with the Vehicle securing said loan, copy attached as Exhibit B.
- 4. Claimant accordingly holds title to a security interest lien on the Vehicle, as evidenced by a MVA Maryland Notice of Security Interest Filing, copy attached as Exhibit C.
- 5. On February 27, 2013, Claimant sold Owner's loan as part of a bulk sale to Mariner Finance, LLC (""Mariner")
- 6. The Owner defaulted in making a payment in August 2013. Following the default, Claimant was obligated to repurchase said loan from Mariner on November 14, 2013, and Mariner re-assigned all rights therein to Claimant.
- 7. On September 22, 2013, Mariner advised Owner by letter sent by certified mail that she was in default of her loan and that the Vehicle would be repossessed. But for the seizure by the DEA, Claimant as a result of the repurchase in the normal course of business would have repossessed the Vehicle.
- 8. Claimant, as a bona fide owner of the first lien on the Vehicle, has standing to contest the forfeiture of the above-described property. Claimant contests the forfeiture of the Vehicle and demands return of its property.
- 9. A verification executed under the penalty of perjury in support of this Verified Claim is attached hereto.

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10. This Verified Claim is being served on the appropriate government attorney as set forth on the attached certificate of service.

Dated: May 13, 2014 Respectfully submitted,

\_\_/s/ Kobie Flowers \_\_

Kobie Flowers Doug Keller Flowers Law Firm PLLC 1750 K Street, NW Suite 200 Washington, DC 20006

Main: (202) 742-5969 Direct: (202) 742-5983 Fax: (202) 742-5948

Attorneys for Claimant Rami Brothers, Inc. t/a Pimlico Motors

### **VERIFICATION**

I, Gerald Jones, declare under penalty of perjury, as provided by 28 U.S.C. § 1746, that I am authorized to execute this verification on behalf of Rami Brothers, Inc. t/a Pimlico Motors and that the facts contained in the foregoing Verified Claim are true and correct to the best of my knowledge, information, and belief.

Dated: May 9, 2014

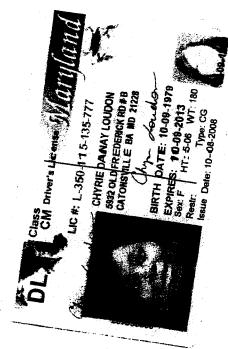
Gerald Jones

President, Rami Brothers, Inc. t/a Pimlico Motors

# **EXHIBIT A**

timore 0)664-8364	MD 21215				Deal No	ımber: 111	3185	
TAIL DIED	CHASE AGREEMENT	, and the same of			Date:	06/29/201	0	
chaser's Nam	e(s): CHYRIE DANAY LOU	DUN	MD	21228	_ County	BALTIN	ORE	
5932 C	)LD FREDERICK RD #P	CATOROTICAL			_ DOB:	10/09/1979		
		Work Telephone:	02777	laa State			10/09/2013	
ial Security#:		D.L./State I.D.#:	30111 130	oung out	Act By si	i bolow VOI	represent that you	
above informat	tion has been requested so that w	e may verify your identity in accordance to the Agreement. The Odol	neter Readir	ng for the \	/ehicle you	are purchasing	is accurate unless	
at least 18 year cated otherwise	9. Please relation the rodord white	age Statement for full disclosure.	100	LOR		I STOCK NO.		
AR 2010	MAKE Dodge	Ram 1500			24. 50550		483	
	RV1GP1AS127823	ODOMETER READING	4142		SALESPER	50N		
		PRIOR USE DISCLOSURE:						
E VEHICLE YOU	ARE PURCHASING IS A USED VEHIC	PREVIOUSLY LEASED R	ENTAL.	CASH BOX	CE OF VEHI	CLE	30,000.00	
	WARRANTY S						,	
less otherwis	se indicated below, our Dealer	ship is selling this Vehicle to your sare given by the Dealership unleaded is marked below. Any warra	u with the	OTHER GO (See Attach	ODS/SERVIO ed Addendu	CES: m Sticker)	\$0.00	
plied Warrant	od Vehicle Limited Warranty Ar	plies" is marked below. Any warra	inties by a	<u> </u>			\$0.00	
	L SINDHIM OTHER HIGH CO.		MA PAISPAT		-		\$0.00	
sume nor aut	nicle and the related goods a	ind services. CONTRACTUAL DI	SCLOSURE rm for this	GAP				
<u>rATEMENT</u> (U hicle is part	of this Contract. Information	on the window form overrides a	ry contrary	Credit Li	fe/Disabilit	у	\$0.00	
ovisions in th	6 COULLACT OF PETS.	A section to a second Mahiala	that is more		VSI		\$0.0	
an 6 model ye	ars old and has been diver the	illed, including any implied wa	rranties of	1		£20,000,0		
erchantability	or fitness for a particular purpo	ess. The Vehicle you are purchasing it	covered by	SUBTOTA	<u>.                                    </u>		\$30,000.00	
			months					
r mil	les whichever comes lifst. Please	see the attached Limited Warranty.		DEALE	R PROCI	SSING		
] You have pur our Dealership	chased a Service Contract between the chased a Service Contract with a Service Contract with a service the service the service that a service the service that a service the service that a servic	en you and th you at the time of, or within 90 day and warranties.	of, the date	CHARG	ES (NO	r i	\$190.	
of this transaction	on, we may not disclaim are implication	LE INFORMATION		REQUI	RED BY	LAW)		
		Color:		PDI Fe	e		\$0.0	
/ear: 2003	Make: Model: Chevrolet Silve	erado		TOTAL P	URCHASE F	PRICE	\$30,100.0	
Serial No:		Odometer Reading: 141274		1012				
2GCEC19T2	231380001	Balance Owed & Lienholder:						
\$5,000.	00	\$0.00  Subject to Official Acceptance		SALES TAX @ 6.00% %		\$1,506.0		
Your Trade-In Veh	ide is:	the reverse side of this Agreement.			ADE IN AL L	DMANCE	\$5,000.0	
DEBOSIT OP	ARTIAL PAYMENT: The sum of	CONSENT TO USE OF DEALER NAME read the Paragraph titled "NOTICE REGA	PLATE: I hav	-R	ADE-IN ALL			
S(	0.00 was received from you as a sympetric See the reverse side of the	NAMEDIATE On the reverse side of	this Agreeme	nt, Pws: or		ED ON TRADE-IN	0.0	
a-vector in	formation on our Hetung Policies. In	understand my rights and hereby placement of an insignia, logo or of	consent to the thing the consent to	)ati	Registration	r Fees	\$250.0 \$0.0	
the case of a De Vehicle for	posit, we will refrain from selling the days.	advertises the Dealership's name on the	ehicle.	230117111	MOUNT DU		\$26,856.	
Purchaser(s):	· · · · · · · · · · · · · · · · · · ·	Purchaser(s):		Jv.				
ОТ	HER MATERIAL UNDERSTANDI	NGS AND INTEGRATED DOCUMEN	TS	DEPOSIT	T/PARTIAL P	AYMENT	\$0.	
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•						· varia	<del></del>	
hand the	terms and conditions of this Agre	ement, including the terms and conc	itions that ap	pear on th	e reverse s	side, and I hereb	y acknowledge that copy of this Agreen	
hand the	terms and conditions of this Agre complete and accurately reflects to	sement, including the terms and conc ne Agreements between the Dealersh ccepted by both Purchaser and an A	itions that ap ip and myse othorized Rep	opear on the	acknowled of the De	side, and I hereb Tige receipt of a calership	y acknowledge that copy of this Agreen	

DealerCAP



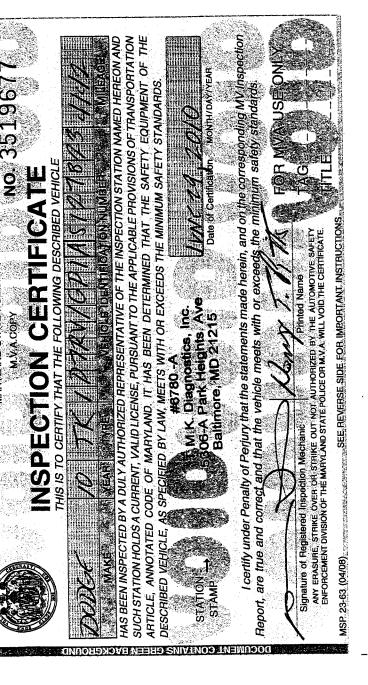
4/18/hh-



VR-197 (04-10)

#### **Odometer Disclosure Statement**

Federal and State law requires to of ownership. Failure to complet imprisonment.				
I, (print seller's name) Rami Brothers, Inc certify to the best of my knowledge unless one of the following statemer	that the odome	eter reading is	the actual mi	leage of the vehicle
4142	_ <b>miles</b> (no ten	ths)		
☐ The mileage stated is in excess of	of its mechanica	al limits		
☐ The odometer reading is <b>not</b> the	actual mileage.	. Warning - o	dometer dis	crepancy
Make: Dodge	_ Model: Ram 1	500	Yea	ar: 2010
Body Type: CREW CA Vehicle Identif	ication No.:	1D7RV4GP1AS	127823	
Seller's Signature:			1	
Seller's Printed Name: Rami Brothers,		5304 Park Heights	Ave	
Seller's Street Address:				
City: Baltimore	_ State:	MD	. Zip Code:	21215
Date of Statement: 06/29/20	10 ĵ		· · · · · · · · · · · · · · · · · · ·	***************************************
Buyer's Signature:	1.2			
Buyer's Printed Name: CHYRIE DA	NAY LOUDON			
Buyer's Street Address: 5932 OLD	FREDERICK RD	#B		
City: CATONSVILLE	State:	MD	. Zip Code:_	21228
White Copy - MVA	Canary Copy -	Seller Pink C	opy - Buyer	



# OFFICE OF FOREIGN ASSET CONTROL DATA SEARCH STATEMENT

DATE:	06/29/2010		
COMPANY:	Rami Brothers, Inc. t/a	Pimli	co Motors
	5304 Park Heights Ave		
	Baltimore	MD	21215
CUSTOMER:	CHYRIE DANAY LOUD	ON	
	5932 OLD FREDERICK	RD#	В
	CATONSVILLE	MD	21228
This is to certify checked and the	that on the date above, the customer listed above was i	Office not fou	of Foreign Asset Control Database was nd.
Signature of	Company Representative		Signature of Customer
C	6/29/2010		06/29/2010
	Date		Date
ADDITIONAL	NAMES CHECKED AND	ON TI	IE CONTRACT:
Co-buyer's/0	Co-signer's printed name		Signature of Co-buyer/Co-signer
			06/29/2010
			Date

## **BUYERS GUIDE**

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form. 2010 1D7RV1GP1AS127823 Ram 1500 Dodge VIN NUMBER YEAR YEHICLE MAKE Odometer Reading: 4142 P483 Date Sold: 06/29/2010 **DEALER STOCK NUMBER (Optional) WARRANTIES FOR THIS VEHICLE:** AS IS - NO WARRANTY YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle. WARRANTY 0 % of the labor and ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights. **SYSTEMS COVERED: DURATION:** SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PREPURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

#### Below is a list of some major defects that may occur in used motor vehicles.

#### Frame & Body

Frame-cracks, corrective welds, or rusted through

Dog tracks-bent or twisted frame

#### Engine

Oil leakage, excluding normal seepage

Cracked block or head

Belts missing or inoperable

Knocks or misses related to camshaft lifters and push rods

Abnormal exhaust discharge

#### **Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage

Cracked or damaged case which is visible

Abnormal noise or vibration caused by faulty

transmission or drive shaft

Improper shifting or functioning in any gear

Manual clutch slips or chatters

#### Differential

Improper fluid level or leakage excluding normal

seepage

Cracked of damaged housing which is visible

Abnormal noise or vibration caused by faulty differential

#### **Cooling System**

Leakage including radiator

Improperly functioning water pump

#### **Electrical System**

Battery leakage

Improperly functioning alternator, generator, battery, or starter

#### **Fuel System**

Visible leakage

#### Inoperable Accessories

Gauges or warning devices

Air conditioner

Heater & Defroster

#### **Brake System**

Failure warning light broken

Pedal not firm under pressure (DOT spec.)

Not enough pedal reserve (DOT spec.)

Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfgr. Specs)

Lining or pad thickness less than 1/32 inch

Power unit not operating or leaking

Structural or mechanical parts damaged

#### **Steering System**

Too much free play at steering wheel (DOT specs.)

Free play in linkage more than 1/4 inch

Steering gear binds or jams

Front wheels aligned improperly (DOT specs.)

Power unit belts cracked or slipping

Power unit fluid level improper

#### **Suspension System**

Ball joint seals damaged

Structural parts bent or damaged

Stabilizer bar disconnected

Spring broken

Shock absorber mounting loose

Rubber bushings damaged or missing

Radius rod damaged or missing

Shock absorber leaking or functioning improperly

#### **Tires**

Tread depth less than 2/32 inch

Sizes mismatched

Visible damage

#### Wheels

Visible cracks, damage or repairs

Mounting bolts loose or missing

#### **Exhaust System**

Leakage

DEALER

5304 Park Heights Ave

**ADDRESS** 

**Baltimore** 

MD 21215

(410)664-8364

SEE FOR COMPLAINTS

I HEREBY ACKNOWLEDGE RECEIPT OF THIS BUYERS GUIDE AT THE CLOSING OF THIS SALE.

CUSTOMER SIGNATURE

06/29/2010

TURE DATE

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

10

No. 10 - 20 State Control of the Con	. State of Motor Vehicle I	nspection Report	
DIMI 100		· · · · · · · · · · · · · · · · · · ·	3: 10:///
OWNER / AGENT	DTS. AVG- BALOV	STATION NO. 6780A	2010 (CL) 0 16 183 W
ADDRESS 30 V PUR	-1013-1400-1400A		TO PHONE NO. 22 - 2 - 2
V.I.N. / DARY/C	27/AS/27	823 ODOMETER AND MAKE DOUGH M	DOEL RAM YEAR 1201
(02) - STEERING	(05) • FUEL SYSTEM	(14) - QLAZING	(28) - EMISSIONS
P F R	PFR	, PFR	PPR
Steering Wheel	Tank	Driver Door Window	Catalytic Converter
Column	Cap	Mechanism	Fuel Filler Positive Crankcase
Lash	Tubing	Windshield	Air-Injection
Travel	Accelerator	Damage or Glazing	Gas Recirculation
Linkage:	(06) - EXHAUST SYSTEM		Evaporative Emissions
Tie Rods	PER	(15) - WIPERS	REQUIRED READINGS: 40
Pilmen Arm 1990 1. 100	MACHOT / / / / /	Arms / Blades	TOE: N/P
idler Ann	Any Piping	Park Position	BALL JOINTS OR KING PINS
Rack & Pinion	Manifold	Controls	I I
Steering Box	(07) - BUMPERS	(16) - HOOD/CATCHES	
Power Steering	PFF	PR	
(B) ALIGNMENT EU/U	Front Rear	Indicate Location	6 0
P F R	(06) - PENDERS	(17) - DOOR HANDLE LATCHES	RU ( RL
see req. rdngs.	P F		
Toe in/Out	Circle Rej. LF RF LR RR	Indicate Location	DRUMS & DISCS
Rear Wheel Alignment		(18) - FLOOR / TRUNK PANS	1
(C) SUSPENSION	(10) - LIGHTS		1.09/
P F R	Turn Signal - self cancel	Indicate Location	
Ball Joints or King Pins see required readings	Back Up	(19) - SPEEDOMETER/ODOMETER	LA RAB 69 . 8
Struts	Hazard	PAR	
Wheel Bearings	Brake Warning	Operation/Legibility	PADS OR UNINGS
Springs/Shackles	High Beam Indicator	(21) - DRIVERS SEAT	13/
Torsion Bars	Stop	PFR	LF/A2 RF
Stabilizer	Park	Mounting & Operation	15/
Control Arm Shocks	Side Marker	(22) - SAFETY BELTS	00
(03) - BRAKES	Reflector	PFR	
(U3) - BRAKES	Tag	Front 1964	HEADLIGHTS
Road Test (@ 20 mph)	Dash	Rear 1969	
Hydraulic System	D-Lamp	(23) - MOTOR MOUNTS	]   L1
Master Cylinder	Adjusters	PR	]
Wheel Cylinders	Eog/AUX Height/Aim	Indicate Location	L2 T R2
Drum/Disc-see req. rdngs. Lining/Pads-see req. rdngs	Headlights - see req. rdngs.	(24) - GEAR SHIFT INDICATOR	
Booster System	Obstruction L/R 1/2	P R	
Parking Brake	(11) - ELECTRICAL SYSTEM	Position	INSPECTORS
Mech. Components		(25) - UNIVERSAL & CV JOINTS	ADDITIONAL COMMENTS
(04) - WHEELS / TIRES	Horn	PIPOLICE PIPOLICE	127823
P F	Switches / Wiring Neutral Safety Switches	Ilniversal	1110
LF	Battery	Constant Velocity	1 4142
RF	(13) - MIRRORS	<b>=</b>	
LR	PVF	TR	
RR	Interior		
i de la companya del companya de la companya del companya de la co	Exterior		
	1	A	· /

INSPECTOR: WORK ORDER NO. 1200 REINSPECTION OF DEFECTS ONLY IF RETURNED WITHIN 30 DAYS AND WITHIN 1000 MILES. A PROPRATED INSPECTION FEE MAY BE CHARGED.

A CANADA MANAGA A CANADA C

# **EXHIBIT B**

## **LAW** 553-MD-ep 4/08

#### RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

		Dea	ler Numbe	r	<b>U5548</b> Cor	tract Number	1113	1185	06/29/2010	_	
Buyer Name and Ac (Including County at CHYRIE DANAY 5932 OLD FRED CATONSVILLE	nd Zip Code) ' LOUDON DERICK RD	LTIMORE	21228	(including	Name and Address County and Zip Co	de)		Rami Brothe 5304 Park H Baltimore (410)664-83	64	MD	21215
redit under the a	You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signification the agreements in this contract. You agree to pay the Creditor - Seller (some inanced and Finance Charge in U.S. funds according to the payment schedule below. We will ruth-in-Lending Disclosures below are part of this contract.				By signir (someti . We will	ng this contract mes "we" or ' figure your fin	, you choose to b "us" in this cont ance charge on a	ract) the ract) the daily t	vehicle on e Amount pasis. The		
N	Year	Make and Mod	lei lei	,	/ehicle Identification	Number		Prime	uy Use For Which F	urchase	ed
New/Used USED	2010	Dodge Ram 1			7RV1GP1AS1			x personal, family or h business agricultural		sehold	
	EEDES	AL TRU	TH-IN-LE	NDING I	DISCLOSURES			Returned Che	ck Charge: You agre	e to pay	a charge of
ANNUAL PERCENTAGE THE COST Of your credit as a yearly rate.	FINAL CHAPTHE de amount credit cost y	NCE RGE bilar t the will you.	Ame Final The and credit potonyour	ount	Total of Payments The amount you whave paid after you have made all payments as scheduled.  \$ 37,802.88	your purch credit, inc your d payme \$5,00	ecost of nase on cluding own nt of	\$ 15.00 if any check you give us is con the second presentment.			
Your Payment		Vill Be: unt of		When	Payments						
Number of Payments		nents		Are Due							
Or As Follows:	•	Monthly beginning 525.04 Monthly Beginning 07/29/2010									
of 10 % of the Prepayment. If y Security Interest Additional infor default, any requ	e part of the payou pay off all t. You are given mation: See the payment of the	yment that your debt ing a secu this contra nt in full be	t is late, wi early, you rity interes ct for more fore the se	ith a minimi will not have it in the vel information cheduled d	ays after it is due, y um charge of \$s we to pay a penalty. nicle being purchas nicluding informa ate and security int	ed. stion about non	payment,				
1	NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED										

AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

06/29/2010

FITEMIZATION OF AMOUNT FINANCED		Insurance. You may buy the physical damage insurance this contract requires from anyone
1 Cash Price		I was abased who is screntship to us. Tou all
A Cash Price of Motor Vehicle (including accessories, services, and taxes)	\$ 31,506.00 (A)	not required to buy any other insurance to obtain credit unless the box indicating Vendor's
A Cash Price of Month Version (Including accession) and the law)	\$ 100.00 (B)	
B Dealer Processing Charge (not required by law)	\$ 0.00 (C)	
C Freight Charge	7	
D Other	\$ <u>0.00 (</u> D)	panies will describe the terms and conditions.
To Whom Paid N/A		Check the insurance you want and sign below:
	\$ 0.00 (E)	Optional Credit Insurance
E Other	-	Optional Credit insulance
To Whom PaidN/A	\$ 31,606,00 (1)	☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
Total Cash Price	\$ _31,000,09 10	Credit Disability (Buyer Only)
2 Total Downpayment =		Premium:
Trade-in 2003 Chevrolet Silverado		Credit Life \$N/A
(Year) (Make) (Model)		Credit Disability \$N/A
	\$5.000.00	
Gross Trade-in Allowance	\$ 0.00	Insurance Company Name
Less Pay Off Made By Seller	\$	N/A
Equals Net Trade In		Home Office Address
+ Cash	\$0.00_	
+ Other Deferred Downs	\$0.00_	Credit life insurance and credit disability insurance are
(If total downpayment is negative, enter "0" and see 4i below)	\$	not required to obtain credit. Your decision to buy or not to buy credit life insurance or credit disability insurance
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>26,606.00 (</u> 3)	
UIRRED DERRICO UI CASH FILOS (1 minos a)		will not be a ractor in the creat approval process you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown
4 Other Charges including Amounts Paid to Others on Your Behalf		
(Seiler may keep part of these amounts):		life insurance is based on your original payment
A Cost of Optional Credit Insurance Pald to Insurance		if the insurance is based on your original payment schedule. This insurance may not pay all you owe on this schedule.
Company or Companies.		contract if you make late payments. Credit disability
Life N/A \$ 0.00	0.00	insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life or in the number of payments.
Disability N/A \$ 0.00	\$	insurance and credit disability insurance ends on the
B Vendor's Single Interest Insurance		or in the number of payments. Coverage to clean its insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.
Poid to Insurance Company	\$	
C Other Optional Insurance Paid to Insurance Company or Companies	\$ 0.00	
D Official Fees Paid to Government Agencies	\$	
E Government Taxes Not Included in Cash Price	\$ 0.00	Other Optional Insurance
F Government License and/or Registration Fees		
L COARTHIBUT FOOTING WIND 1168-1168-1168-1168-1168-1168-1168-1168	\$ 200.00	Type of Insurance Term
G Government Certificate of Title Fees		Premium \$
(includes \$ 0.00 security interest recording fee)	\$ 50.00	Insurance Company Name
	\$ 0.00	
H Optional Gap Contract  Other Charges (Selier must identify who is paid and		Home Office Address
describe purpose)  for Prior Credit or Lease Balance	- s 0.00	
- Increasion	\$ 0.00	Type of Insurance Term
		Type of installation
to N/A for N/A	- \$ <del>0.00</del>	Premium \$
to for N/A	- \$ - 0.00	Insurance Company Name
to for N/A	_ Ψ	
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 250.00 (4)	' I PIOMP LINE PLUESS
5 Amount Financed (3 + 4)	\$ <u>26,856.00</u> (5)	)
		Other optional insurance is not required to obtain credit.
OPTION: You pay no finance charge if the Amount Financed, if	em 5. is paid in full on or before	I Value decision to him of not plin other nominal insulation
OPTION: You pay no intende disagon and and an annual	JITIAI C	will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the
, Year SELLER'S IT	TITALO	extra cost.
		I want the insulance cylecked above.
		Buyer Signature Date
		Duyer organization
		Co Russer Signature Date
		CO-Duyar Signature
		THIS INSURANCE DOES NOT INCLUDE IN-
		L CLIDANCE ON VOLIS LIABILITY FOR BULLLY
		INTURY OF PROPERTY DAMAGE, WITHOUT
		SUCH INSURANCE YOU MAY NOT OPERATE
		THIS VEHICLE ON PUBLIC HIGHWAYS.

_	VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI
	VENDOR'S SINGLE INTEREST INSURANCE (VSI matrainer), it is to so or damage to the vehicle (collision, fire, theft). VSI resurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle. You may choose the
*	southing to the Constitute sole protection. This insurance does not protect your interest in the vehicle. You may choose use
ì	isurance is for the Creditor's sole protection that the languages legislatined if you elect to purchase VSI insurance through the
r	naurance company through which me vol insurance is obtained if you do do the temperature of Amount Financed. The
•	Provitor the cost of this insurance is \$ 0.00 and is also shown in item 45 of the itemization of the
•	JOHN, HE GOT ALL AND A THE AND A THE CONTROL
3	xoverage is for the intribit term of the contract
ת ת	nsurance for the initial term of the contract to protect the Creditor to loss of characteristics of the creditor's sole protection. This insurance does not protect your interest in the verticular insurance company through which the VSI insurance is obtained. If you elect to purchase creditor, the cost of this insurance is \$ 0.00 and is also shown in Item 4B of the Itemization proverage is for the initial term of the contract.

NOTICE TO BUYER(S) OF NEW VEHICLES: IF YOU ARE PURCHASING A NEW VEHICLE WHICH IS SUBJECT TO A MANUFACTURER'S EXPRESS WARRANTY AND THE VEHICLE DOES NOT CONFORM TO THAT WARRANTY DURING THE WARRANTY PERIOD, YOU MUST GIVE WRITTEN NOTICE OF THE NONCONFORMITY, DEFECT OR CONDITION TO THE MANU-FACTURER OR FACTORY BRANCH DURING THE WARRANTY PERIOD BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IN ORDER TO PRESERVE YOUR RIGHTS UNDER THE MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4H of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.
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Term	NA	Mos.
	N/A	
	Name of Gap Contract	
I want to bu	y a gap contract.	
Buyer Signs	s X	

## OTHER IMPORTANT AGREEMENTS

## FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods installed in it;
- All money or goods received (proceeds) for the
- · All insurance, maintenance, service, or other contracts we finance for you; and
- · All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you

owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund g. from what you owe.
- IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
  - a. You may owe late charges. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 10% of the part of the payment that is late, with a minimum charge of \$5. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
  - b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
    - You do not pay any payment on time;
    - · You give false, incomplete, or misleading information on a credit application;
    - You start a proceeding in bankruptcy or one is started against you or your property; or
    - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fee, as the law allows. You will also pay any court and collection costs we incur as the law allows.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. We may take (repossess) the vehicle with or without judicial proceedings. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.
- f. We will sell the vehicle if you do not get it back. If you do not do what is required to get the vehicle back, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it as the law allows. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you

do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until

What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearmed charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

- Used Car Buyers Guide. The Information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de
- Applicable Law. Federal law and Maryland law apply to this contract. This contract shall be subject to the Credit Grantor Closed End Credit Provisions (Subtitle 10) of Title 12 of the Commercial Law Article of the Maryland Code.

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The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

This contract along with all other documents signed by you in connection with the purchase of this vertical,
HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of this vehicle, the contract contract contract contract comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract; (ii) any
comprise the entire agreement between you and us affecting this purchase. No oral agreements or understantings are blindings or this contract; (ii) any contract: (i) only this contract and the addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any contract: (i) only this contract and the addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any contract: (i) only this contract and the assignee must eign it; and (iii) no oral changes are binding.
contract: (i) only this contract and the addenda to this contract comprise the distance of this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.
change to this contract must be in writing and the assigned must sign to this sign to the
Co-Buyer Signs X
Buyer Signs any of our rights under this contract without losing
Buyer Signs
there For eventile we may extern the unit of the payment.
and the most of this contract for other important auremients.
The state of the contract in blank. You are entitled to a copy of the contract at the time
NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time
you sign. Keep it to protect your legal rights.  You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to
You agree to the terms of this contract. You confirm that before you signed this contract, when you signed it.
take it and review it.) You commit that you reserved a completely miss and review it.) You commit that you reserved a completely miss and review it.)
Dale
Buyer Signs Date Occupancy Date Occupancy in the security interest in the vehicle given tious in this contract.
Co-Buyers and Other Owners — Co-Duyer is a person who is responsible to the security interest in the vehicle given faus in this contract.
Other owner signs here X
Date 08/29/2010 By A
Seller signs
Seller assigns its interest in this contract to  Assigned with recourse  Assigned with recourse
Title 610
Seller Rami Brothers, Inc. t/a Pimlico Motors
FORM NO. 553-MD-ep (REV. 408) U.S. PATERT NO. D460,782  9 2005 The Reynolds and Raynolds Company 9 2005 The Reynolds and Raynolds Company 11 E PRINTER MACES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR 11 THE PRINTER MACES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR 11 FTHESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COURSEL.
FITNESS FOR PURPOSE OF THIS PORM. CONSULT YOUR OWN LEGAL COURSEL

# **EXHIBIT C**

MARYLAND NOTICE OF SECURITY INTERACT Fadence of 23 Case 10:14 cv-01065 SAGENT SHOWING ANY ERASURES, ALTERATIONS OR VOIDS.

THIS IS NOT A TITLE YEAR MAKE BODY STYLE CLASS ODOMETER BRAND

VEHICLE IDENTIFICATION NO. 1D7RV1GPLAS127823

Edward Roman Reserved

TITLE NUMBER

EXCEPT.

GR. VEH. WT.

GR. COMB. WT.

FEE (TAGS)

INSPECTION DATE

41574267 DATE ISSUED

N/A

07000

OON/A

\$63,75

OWNER'S SOUNDEX / DRIVER LICENSE NO.

06/29/550 CO-OWNER'S SOUNDEX / DRIVER LICENSE NO.

08/11/10

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

CHYRIE DANAY LOUDON 5932 OLD FREDERICK RD # B CATONSVILLE MD 21228-3009

ODOMETER CODES

A. Actual Mileage

B. Exceeds Mechanical Limits

C. Not Actual Mileage

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION IN THE NAME OF THE SECURED PARTY BELOW ON THE VEHICLE DESCRIBED. C0089917

I, THE UNDERSIGNED, DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE.

SIGNATURE OF SECURED PARTY

OFFICIAL CAPACITY

DATE OF RELEASE

NAME AND ADDRESS OF SECURED PARTIES

RAMI BROS T/A PIMLICO MOTORS 5304 PARK HEIGHTS AVE BALTIMORE MD 21228

OFFICIALLY ISSUED ON THE DATE SET FORTH

ADMINISTRATOR OF MOTOR VEHICLES

VR-002 (03/09)

### **CERTIFICATE OF SERVICE**

I, Kobie Flowers, Esquire hereby certify that a true and correct copy of the foregoing Verified Claim was served on May \_\_\_, 2014, via ecf on the following:

Stefan D. Cassella Assistant United States Attorney 36 S. Charles Street, Fourth Floor Baltimore, MD 21201

> /s/ Kobie Flowers KOBIE FLOWERS